that no such power as the lower court rightly disapproved had been assumed. *Interstate Commerce Commission* v. *Chicago, R. I. & P. Ry. Co.*, 218 U. S. 88. Any other decision in the principal case would leave the railroads powerless to raise any rate that had been established long enough to induce the investment of capital upon the faith of it.

LIFE ESTATES — FUTURE INTERESTS IN CHATTELS PERSONAL. — Pictures were bequeathed to trustees upon trust to allow them to be used and enjoyed by A for life, B in tail male. B mortgaged his interest, A living. *Held*, that B's interest was a chose in action only; hence the mortgage was not registrable under the Bills of Sale Acts. *In re Thynne*, [1911] 1 Ch. 282.

This follows a similar previous decision.[1] *In re Tritton*, 6 Morr. Bankr. Cas. 250. See 22 HARV. L. REV. 441. In that case Wills, J., said that the legatee for life had the property in the pictures and that the future interest was an executory bequest. If this were so, a chattel personal bequeathed to A for life would pass to his executor, for A would have the absolute title subject to no executory gift over. The only cases on the point are American; all, except in Delaware, return the chattel to the donor. *Black* v. *Ray*, 1 Dev. & B. (N. C.) 334. See 19 HARV. L. REV. 219. Likewise a bequest to A, a bachelor, for life, then to A's eldest son for life, then to A's second son, would be, as to the second son, too remote if his interest were executory. The cases hold it good. *Evans* v. *Walker*, 3 Ch. D. 211; *Seaver* v. *Fitzgerald*, 141 Mass. 401. Finally, the earlier English decisions upon bequests of chattels personal to A for life and then to B give A the use only and B the property. *Vachel* v. *Vachel*, 1 Ch. Cas. 129; *Hyde* v. *Parrat*, 1 P. Wms. 1. See 2 BL. COMM. 398. Clearly A has only the use and occupation and stands as a bailee for life, while B takes a vested interest in the nature of a remainder. See GRAY, RULE AGAINST PERPETUITIES, 2 ed., §§ 71–98, 789–856; 14 HARV. L. REV. 397. The error of Wills, J., has been shown to arise from overlooking the fact that the artificial presumption that a life estate is longer than a term for years (and that therefore a devise of a term for years to A for life carries the whole term) is not applicable to chattels personal, which may be bailed and the use and occupation of which may be given for life. There is no presumption that a picture will not endure beyond the life of its bailee. See GRAY, RULE AGAINST PERPETUITIES, 2 ed., § 832.

MINES AND MINERALS — EFFECT ON DISSEISOR'S ADVERSE POSSESSION OF SEVERANCE OF MINERAL ESTATE BY DISSEISOR. — The defendant was dispossessed of land by A, who before the Statute of Limitations had run sold all the minerals under said land to the plaintiff by a warranty deed. The plaintiff did not enter, but A continued in possession of the surface of the land beyond the statutory period, and then died. The plaintiff entered into actual possession of the mineral estate and, upon discovering the defendant's claim to an interest therein, brought a bill in equity to quiet title. *Held*, that the plaintiff is entitled to this relief. *Black Warrior Coal Co.* v. *West*, 54 So. 200 (Ala.).

The conveyance of the coal in a piece of land creates in the purchaser an estate in land. *Caldwell* v. *Fulton*, 31 Pa. St. 475. By such a conveyance, a severance is effected between the mineral estate and the surface. See *Caldwell* v. *Copeland*, 37 Pa. St. 427, 430. And it has been held that there may be a severance even by mining by the owner of the freehold. *Delaware & Hudson Canal Co.* v. *Hughes*, 183 Pa. St. 66. See 11 HARV. L. REV. 417. Adverse possession of the surface, begun after a severance of the two estates, does not affect the title to the estate in the minerals. *Plummer* v. *Hillside Coal & Iron Co.*, 160 Pa. St. 483. In the principal case, the defendant contends that A's deed to the plaintiff worked a severance of the minerals from the surface, so that A's possession of the surface no longer affected the title to the coal, and as the plaintiff did not actually enter under the deed, no title to the coal ac-

crued by lapse of time. But the court rightly decides that by his deed A does not abandon possession of the minerals, rather he continues to assert his right therein for his grantee. And a recent Tennessee case reaches the same conclusion. *McBurney* v. *Glenmary Coal & Coke Co.*, 121 Tenn. 275.

PATENTS — INFRINGEMENT: RIGHT TO ACCOUNTING OF PROFITS IN EQUITY. — The plaintiff filed a bill for infringement of a patent, averring that he had never manufactured or sold the patented article, nor sustained actual damage from the use of his invention by others, and praying for an injunction, and accounting of profits. By the rules of the court the cause could not be heard until a time when the patent would have expired, and hence an injunction could not be obtained. The defendant demurred. *Held*, that the demurrer should be overruled. *Tompkins* v. *International Paper Co.*, 183 Fed. 773 (C. C. A., Second Circ.).

The owner of a patent should be so secured against infringement of his right that not only should he not lose but the infringer should not gain by his own wrong. See WALKER, PATENTS, 3 ed., § 420. Equity furnishes this security by compelling the infringer to account for profits. But a bill for a bare accounting of profits will not be sustained in equity; there must be an independent ground of equitable jurisdiction, *e. g.*, the right to an injunction. *Root* v. *Railway Co.*, 105 U. S. 189. The remedy at law, however, often fails to afford proper protection, for the infringer's profits may exceed the inventor's damages. Recognizing this, a statute allows the court to impose treble damages. U. S. COMP. ST., 1901, § 4919. But in the principal case, the damages are nominal, and treble damages would not equal profits. It would seem that the plaintiff might waive the tort and sue in assumpsit. See *Sayles* v. *Richmond, Fredericksburg & Potomac R. Co.*, 4 Ban. & A. (U. S.) 239; *Steam Stone Cutters Co.* v. *Sheldons*, 15 Fed. 608. But as the right to this action is not clearly established, the principal case is to be supported on the ground that equitable jurisdiction arises from lack of an adequate remedy at law. See *Root* v. *Railway Co.*, 105 U. S. 189, 216.

PUBLIC OFFICERS — RIGHT OF RETIRING CITY OFFICIAL TO REMOVE INDEX INSTALLED BY HIM. — A city treasurer, whose duty it was to keep voluminous assessment records, installed an improved card index system at his own expense. This he was not required by law to do. His successor applied for an injunction restraining him from removing the index. *Held*, that the injunction should be granted. *Robison* v. *Fishback*, 93 N. E. 666 (Ind.).

The holding that the index became public property under the circumstances and hence could not be removed is clearly right. *Herron* v. *McEnery*, 1 McGloin (La.) 108. The index seems properly a part of the public records. See *Herron* v. *McEnery*, *supra*. But *cf. Bishop* v. *Schneider*, 46 Mo. 472. Even if the index is not strictly part of the public records, the public interest requires that it should not be removed, since it is indispensable in the use of the records. *Cf. Commissioners of Tippecanoe County* v. *Mitchell*, 131 Ind. 370. Indeed, the cases go further than to hold that the property right has vested in the public, and deny the retiring official any compensation. He has no contract for breach of which he may recover. For compensation as a public officer, he is entirely dependent on statutory provision. *Rasmusson* v. *County of Clay*, 41 Minn. 283; *Towsley* v. *Ozaukee County*, 60 Wis. 251. Public officers are deemed to have accepted their offices *cum onere*. If the installing of the index is incidental to his official duties, he is fully paid by his salary. *Gilchrist* v. *City of Wilkes-Barre*, 142 Pa. St. 114. If it is not, he must be treated as a volunteer, not entitled to recover in quasi-contract. *Rowe* v. *County of Kern*, 72 Cal. 353.

QUASI-CONTRACTS — MONEY PAID TO USE OF DEFENDANT — RECOVERY FOR PERFORMANCE OF DEFENDANT'S CONTRACTUAL DUTY. — The defendant